19

Department of [illegible]

OFFICE Board of Revenue

STATION Madras

No. 3418

Dated [illegible]-38

Pages in the file

(SUBJECT.)

86836

Ref.C.No.5111-38-B3.

South Kanara Collector's Office,
Camp: Surathkal, 11th November 38.

From

Sri Rao Bahadur M. V. Vellodi, B.A.,
Collector of South Kanara.

The Secretary to Board of Revenue,
Madras.

Sir,

Alienation - Land and Revenue - Udipi Taluk - Badagabettu village - S.No.107/1B - Chitpady Elementary School, Udipi - for the purpose of school and school garden -Proposal -

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I enclose applications for the alienation of land and land revenue in respect of S.No.107/1B of Badagabettu village, Udipi taluk measuring 50 cents in favour of the teacher-manager of the Chitpady Elementary School, Udipi for the purpose of a school and school garden. Enquiry shows that the need for a plot to the school is real and that the plot selected is suitable for the purpose. The Director of Public Instruction recommends the proposed alienation.

2. The plot is dev ee growth or other improvements. I enclose a copy of letter dated 4.11.38 of the teacher-manager of the Chitpady Elementary School, Udipi agreeing to abide by the conditions offered in my letter dated 1.11.38. An extract of the conditions agreed to and a sketch of the plot (in duplicate) are also enclosed.

I do not recommend collection of land value. Condition No.12 of the conditions of alienation agreed to may be deleted in view of the instructions contained in Board's Ref.B.E. 4185/38-2 dated 21.10.38.

For Collector.

Encls:(in duplicate)
1. Applications.
2. Letter of teacher-manager dated 4.11.38.
3. Sketch. 4. Extract of conditions agreed to.

Application for the alienation of Land in which the proprietary right belongs to the State.

District -South Kanara.

1. Description and area.	S.No.107/1B measuring 0.50 acre in Badagabettu village, Udipi Taluk.
2. Market value.	Rs.500/- @ 1000/- an acre.
3. Alienee/s and purpose of alienation.	Teacher-Manager, Chitpady Elementary School, Udipi. For the purpose of School (10 cents) and School garden (40 cents).
4. Collector's remarks.	Recommended.

South Kanara Collector's Office,
Camp: Surathkal, 11-11- 1938.

For Collector.

Application for the alienation of Land Revenue payable to Government.
(Standing Order No. 24, Paragraph 17)

District - South Kanara.

1. Description and area.	S.No.107/1B measuring 0.50 acre in Badagabettu village, Udipi Taluk.
2.(a) Annual ground-rent.	Rs.6-4-0.
(b)Capitalised value (25 times ~~assessment~~ or ground-rent)	Rs.156-4-0.
3. Alienee and purpose of alienation.	Teacher-Manager, Chitpady Elementary School, Udipi. For the purpose of school (10 cents) and school garden(40 cents
4.Collector's remarks.	Recommended.

South Kanara Collector's Office,
Camp: Surathkal, 11 -11 - 1938.

For Collector.

12/11

11.11.38.

To the Collector,
South Kanara,
Mangalore.

From B. Lakshmaya,
Teacher Manager,
Chitpadi Elementary School,
Udipi, dated 4.11.1938.

Sir,

In obedience to your Ref.C.No.B3-5111/38, I humbly beg to submit that I am prepared to abide by all the conditions mentioned in respect of the alienation of S.No.107/1 of Badagabettu village, Udipi for purpose of a school and a school garden.

I beg &c.,

B. Lakshmaya, Teacher Mana
Udipi, 4.11.1938.

(True Copy)

For Collector.

Letter from the Collector of South Kanara.
To the Teacher-Manager, Chitpady Elementary School, Udipi.
Mangalore, dated 1.11.38.
Ref. C.No.B3-5111-38.

*****

Alienation - Land and Revenue - Udipi Taluk - Badagabettu village - S.No.107/1B - Chitpady Elementary School, Udipi - School and garden - Proposal -

Ref:- Your letter No.Nil dated 28.5.1938.

****

With reference to your request for the alienation of S.No.107/1B of Badagabettu village, Udipi Taluk for purpose of School and School garden please let me know whether you are willing on behalf of the School to agree to abide by the conditions mentioned in the appendix.

/True copy/

For Collector.

12.XI.38

Appendix to Collector's letter Ref.C.No.B3-5111-38 dated 1st November, 1938.

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1. The land comprised in 107/1B of Badagabettu village, Udipi Taluk measuring 0.50 acre shall be used for the purpose of a school and school garden attached to the school and for no other purpose.

10 cents shall be used for the school building and 40 cents for the garden.

2. The school building shall be constructed within one year and the school garden laid out within one year from the date of the grant.

3. No building shall be constructed on the land set apart for the garden and no other building than that of a school shall be constructed on the land set apart for the school without the previous permission of the Collector of South Kanara.

4. The grantee shall maintain the building after its construction in accordance with paragraph 2 in good condition. Such repairs as the Collector may consider necessary from time to time shall be executed by the grantee within such time as the Collector may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collector and the cost thereof recovered from the grantee.

5. The school shall be open to members of all classes including the Scheduled Depressed classes.

6. The Government may resume the land wholly or in part with any buildings thereon if the school is not recognised or if the recognition once granted is subsequen withdrawn or in the event of the infringement of any of th conditions of the grant. In the event of such resumption no compensation shall be payable for any improvements that may have been effected, or other works that may have been executed in the land by the grantee. If there are buildin

on the land the Government may direct the grantee to remove them.

7. The Government may resume the land wholly or in part with any buildings thereon, if in the opinion of the Government the land is required for a public purpose or for conducting mining operations.

8. In the event of resumption under condition 7, if there are buildings on the land the Government may at their option either

(a) purchase the buildings or

(b) direct the grantee to remove the buildings.

9. In the event of the resumption of the land under condition 8 or in the event of the acquisition followed by the purchase of the buildings of the land for any reason, the compensation payable for buildings or other improvements shall in no case exceed the initial cost or the value at the time of resumption or acquisition whichever may be less of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition 3. The amount of any grant which may be made by Government towards the cost of any buildings shall be deducted from the compensation payable to the alienee.

10. In the event of the grantee refusing to remove the buildings when so directed under conditions 6 or 8, the Government may remove them and realise the cost of the removal by the sale of the materials.

11. In the event of the voluntary relinquishment of the land by the grantee, no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee,

12. The exemption from payment of assessment or ground rent as the case may be will remain in force only so long as no fees are charged for tuition and full assessment or

ground rent as the case may be, will be levied if at any time fees are charged.

13. Full land revenue or ground rent shall be levied [if at any time any net income is derived from the land or] if any of the conditions of alienation are infringed. In the latter case Land Revenue shall be levied from the date of infringement.

14. The market value of the land shall be collected if at any time it is found that the alienee derives a substantial income from it.

15. The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land at their pleasure. The alienee shall ot be entitled to cut or remove them or cause them to be cut r removed without the permission of the Collector of the istrict.

16. The alienee shall take all reasonable measures to the atisfaction of the Collector of the district for the protection f the sandalwood trees from theft or damage and for the careful rotection of the immature trees growing on the land.

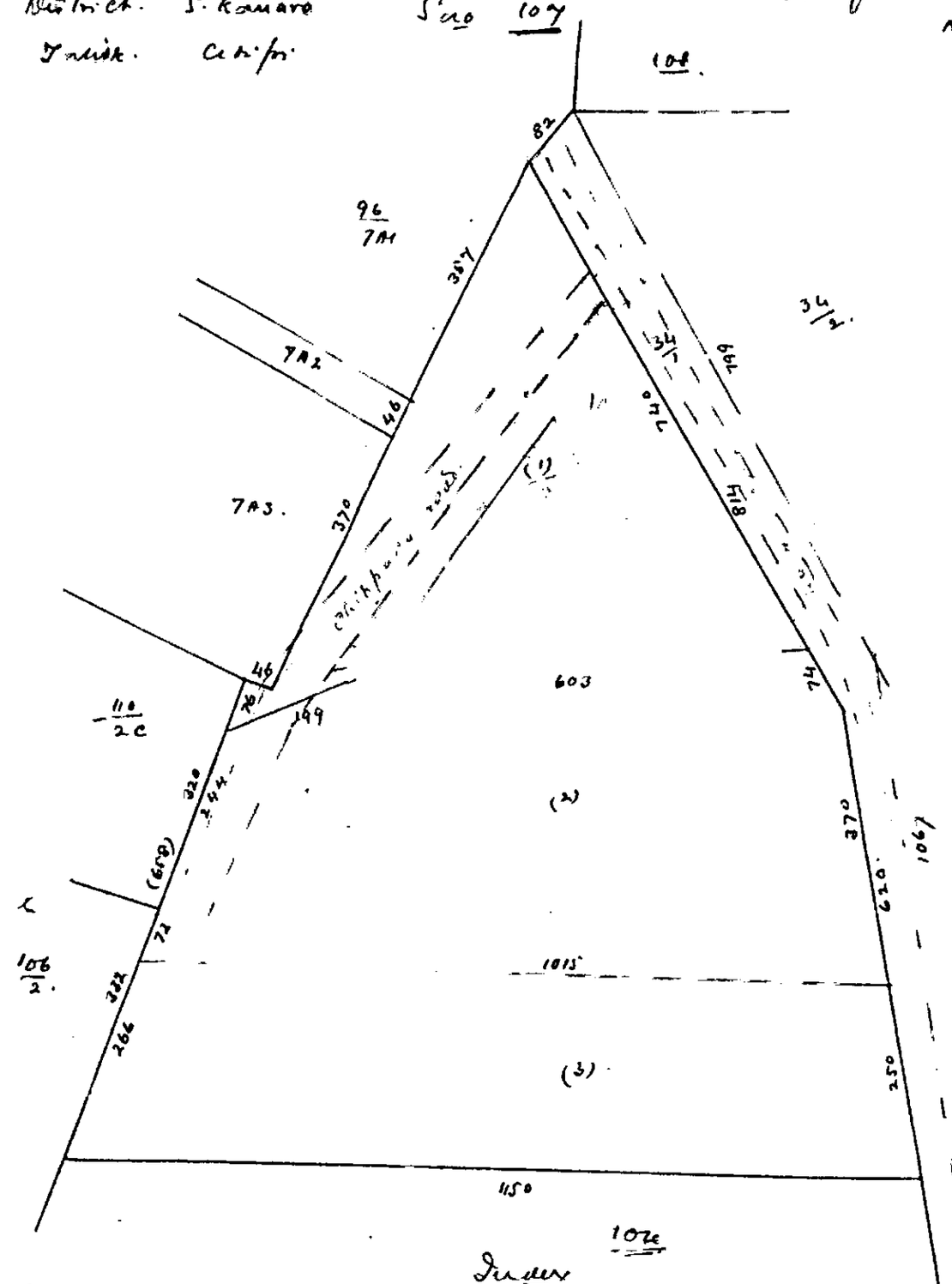
17. The alienee shall take steps to see that the marks ade by the Officers of the Government on the sandalwood trees re preserved and are not tampered with.

18. In the event of the infringement of, or failure to bserve any of the conditions (1) to (17), the alienee shall ay to the Government such compensation as is determined by the ollector of the district for any loss or damage caused by such nfringement or failure on his part. The Government shall also e at liberty to resume the land and re-enter on it and the hole land shall thereupon vest absolutely in the Government. n that case the alienee shall not be entitled to any compensa- ion whatever.

Village- No 76
Name: Badaga

Taluk. Coonoor

Survey No 107



Survey

Survey No.	Portion	Name of registered holder	Remarks
96 - 7A1	dry	Kaliya mandanna Krishna Dandy of Adman mund.	
7A2	dry	Coonoor municipality	
7A3	dry	Kaliya mandanna Krishna Dandy of Adman mund.	
107 - 2	dry	Raya Badaga	
34 - 1	Par	Road	Coonoor to Ootacamund
110 - 2C	dry	[illegible]	
107 - [illegible]	dry		
[illegible]	1.50	[illegible]	

[illegible] which are shown
Ootacamund

Full Board

ALIENATION - Land - Revenue - ~~Buildings~~ and

(S. Kanara) - Udipi Taluk

Badagalettu Village/~~town~~ - S.No. 107/1B -

Private Elementary school and garden - Teacher Manager for the time being Sanctioned

Recommended.

Sanctioned.

AA 1-24 C. 6836·38 9

Reg Mis 3418 D) 1·12·38

~~At the instance of the Collector of the~~

The Board ~~Recommends~~ sanctions --- the alienation of the plot of land comprised in S.No. 107/1B of Badagalettu village, Udipi taluk, measuring Ac. 0.50 in favour of the teacher-manager for the time being of the Elementary School for use as the site of a school ~~and~~ garden and well

School — 10 Cents;
Garden and well — 40 Cents

Rf Dis 1725
27.6.40

2. The alienation will be free of charge for the occupancy right and free of ~~ground rent~~ assessment ~~but subject to assessment which will be liable to revision and subject to the payment of Rs.- being the value of the trees standing on the land~~ and subject also to the following conditions to which the alienee has agreed:-

(1) The land shall be used as the site of a school ~~and~~ and well and for no other purpose.

(2) The school building shall be constructed and the garden laid out within one year from the date of the grant.

(3) ~~No~~ No other building shall be constructed on the land set apart for the garden ~~without the previous permission of the Collector of the district.~~ and no building other than that of a school shall be constructed on the land set apart for the school without the previous permission of the Collr.

(4) The grantee shall maintain the building after its construction in good condition. Such repairs as the Collr. of the Dt. may consider necessary from time to time shall be executed by the grantee within such time as the Collr. may fix and to his satisfaction. In the event of default, the repairs shall be carried out by the Collr. and the cost thereof recovered from the grantee.

(5) The school shall be open to members of all classes including the Scheduled classes.

(3) No building or structure except the well shall be constructed on the land set apart for the garden and well and no building other than that of a school shall be constructed on the extent set apart for the school without the previous permission of the Collr. of the Dt.

6 The Government reserve to themselves the right to all sandalwood trees and their branches and roots which exist at the time of alienation as well as those which may grow subsequently on the land and the Government shall be at liberty to cut or dig out any such trees or their roots and branches and remove them from the land and dispose of them at their pleasure. The alienee shall not be entitled to cut or remove them or cause them to be cut or removed without the permission of the Collector of the district.

7 The alienee shall take all reasonable measures to the satisfaction of the Collector of the district for the protection of the sandalwood trees from theft or damage and for the careful protection of the immature trees growing on the land.

8 The alienee shall take steps to see that the marks made by the officers of the Government on the sandalwood trees are preserved and are not tampered with, and

9 In the event of the infringement of, or failure to observe, any of the conditions (6) to (8), the alienee shall pay to the Government such compensation as is determined by the Collector of the district for any loss or damage caused by such [illegible] or failure on his part. The Government shall also be at liberty to resume the land and re-enter on it and the whole land shall thereupon vest absolutely in the Government. In that case the alinee shall not be entitled to any compensation whatever.

(10) The Government may resume the land wholly or in part with any buildings thereon, in the event of the infringement of any of the conditions of the grant or if the recognition of the School is withdrawn. In the event of such resumption no compensation shall be payable for any improvements that may have been effected or other works that may have been executed on the land by the grantee ~~(and the grantee shall not be entitled to the repayment of any amount that may have been paid by the Government for the grant)~~. If there are buildings on the land, the Government may direct the grantee to remove them.

(11) The Government may resume the land wholly or in part with any buildings thereon if in the opinion of the Government the land is required for a public purpose, or for conducting mining operations ~~(In the event of such resumption~~ or in the event of the acquisition of the land for any reasons, the compensation payable for the land and trees shall in no case exceed the amount paid for them by the grantee or their value at the time of resumption or acquisition whichever may ~~be less.~~

(12) In the event of resumption under condition (11) if there are buildings on the land the Government may at their option either,

(a) purchase the buildings, or
(b) direct the grantee to remove the buildings.

(13) In the event of the resumption of the land followed by the purchase of the buildings under condition (12) a or in the event of the acquisition of the land for any reason the compensation payable for buildings or other improvements shall in no case exceed ~~(the amount paid for them by the grantee at the time of alienation or their value at the time of resumption or acquisition, whichever may be less, together with)~~ the

the initial cost or the value at the time of resumption or acquisition, which ever may be less, of any buildings erected or other improvements effected on the land by the grantee in accordance with the terms of the grant. But in no circumstances shall any compensation be paid by the Government in respect of buildings constructed in contravention of condition (3).

(14) The amount of any grant paid by the Govt. towards the construction of school building shall be deducted from the compensation payable under condition 13

(15) In the event of the grantee refusing to remove the buildings when so directed under condition (10) or (12)b the Government may remove them and realise the cost of removal by the sale of the materials.

(16) In the event of the voluntary relinquishment of the land by the grantee no compensation shall be payable for any improvements that may have been effected or for works that may have been executed on the land by the grantee and the grantee shall not be entitled to the repayment of any amount that may have been paid to the Government for the grant.

(17) Full land revenue shall be levied if the recognition of the school is withdrawn, or if the any of the conditions of the alienation are infringed. In the latter case the land revenue shall be levied from the date of the infringement

To the Secretary to Government,
Revenue Department, with alienation statements
(pages to be copied & sent) & sketches
(pages in original).

Ly 7x1138

To the Collector of: Sirsi Kanara
with a sketch (1 Lb herewith)

W 39/11 B 5/12/38

Section

Note file.

Alienation - Land and Revenue - [illegible]

Udipi taluk - Badagabettu village - S.No. 107/1B -

Primary elementary school & garden -

E 6836-38 [From the Collr. of South Kanara - C- 5111-3833
Dt. 11-11-38]

sketch at p. 17 c

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p 1 c

The Collr. of South Kanara proposes the alienation of land and land revenue in respect of S.No. 107/1B of Badagabettu village Udipi taluk (measuring 50 cents) in favour of the teacher-manager for the time being of the Chitpady Elementary School, Udipi for the

3 c

purpose of a school (10 cents) and school garden (40 cents). The Director of Public Instruction has recommended the alienation

p 1 c

There are no trees on the site and the manager has agreed to the several Conditions of the alienation

The proposal is complete.

p 3 c

The market value of the land is Rs. 500/-

p 5 c

The Capitalised value of assessment is Rs 156-4-0

BS c 24/11
PS.No 68

The Full Board may sanction the alienation of land free of market value and of land revenue.

12/11/38
LB/11

25.XI.38

M-1

27/11

CIRCULATION CHECK SLIP

Dis 3418

1.12.38

~~Single Member.~~

~~Two~~ Members.

Full Board. ✓

I-A.	A.D.S. & L.R.	Asst. Secy. L.R.	Sett.	Sep. Rev.	J.S. Secy.

✓ ✓ ✓

...ille room by

1 ~~draft~~ (sec'd)

~~circulated to.~~

Passed for record.

Ida Tarbell 157 Mar

A.S. (L.R.) ✓ 47684

~~A.S. (Sett.)~~

~~A.S. (Sep. Rev.).~~

~~A.D.S. & L.R.~~

I-A.